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In England if an employee is prevented from carrying out his contract, being discharged for cause, he cannot recover for services rendered up to the time of his discharge. *Smith, Mast. and Ser.* (Ed. 1895) p. 220; *Wood, Mast. and Ser.*, Sec. 129. This harsh rule is followed by few of the American States. Contracts for specified time are deemed apportionable, and a servant discharged for cause is entitled to recover for work actually done. 14 *Am. & Eng. Ency. of Law*, 793.

CONTRACT OF SALE—BREACH OF WARRANTY—RECISSION.—WORCESTER MFG. CO. v. WATERBURY BRASS CO., 48 Atl. 422 (Conn.).—Defendant made a contract to purchase a certain machine at a specified price. Plaintiff delivered machine, which was accepted by defendant, but, after a trial, failed to work as warranted. *Held*, defendant could not rescind contract and return machine for a mere breach of warranty.

The law on this subject is in a very unsatisfactory condition. The weight of authority seems to support the decision in the case at bar. *Story on Sales*, Sec. 421; *Scranton v. Trading Co.*, 37 Conn. 135; *Norton v. Dreyfuss*, 106 N. Y. 90; *Merrick v. Wiltse*, 37 Minn. 41. But recognized text-writers and courts have held a warranty to be a condition, a breach of which is ground for a rescission of the contract. *Parsons on Cont.* Vol. I, p. 592; *Dow v. Fisher*, 1 Cush. 271; *Dill v. O'Ferrall*, 45 Ind. 268; *Marshall v. Perry*, 67 Maine 78.

CONVEYANCE IN TRUST—VALIDITY—CHARITABLE TRUST—TROUTMAN ET AL. v. DE BOISSIERE ODD FELLOWS' ORPHANS' HOME AND INDUSTRIAL SCHOOL ASSOCIATION ET AL., 64 Pac. 33 (Kan.).—De Boissiere conveyed property to trustees "in trust, to provide a home upon said premises for the orphan children of deceased Odd Fellows of the State of Kansas." *Held*, to be a valid public charity.

A charity whose benefits are confined to those who by their own voluntary action have become members of a particular society is not a purely public charity. *City of Philadelphia v. Masonic Home of Pennsylvania*, 160 Pa. St. 572. The court ingeniously bases its decision on the fact that "orphan children of deceased Odd Fellows of Kansas" have become orphans not by their own voluntary act, but by fortuitous circumstances over which they necessarily had no control.

CONTRACTS—VALIDITY—MUTUALITY.—CRANE ET AL. v. CRANE & CO., 105 Fed. 869.—C. Crane & Co., wholesale lumber dealers, agreed to supply Crane et al., who bought and sold hard wood lumber, with all the dock oak that they would want for their trade in the Chicago market during the year 1897 at certain prices. *Held*, that this contract is void for want of mutuality.

Contracts, to furnish a foundry with all the coal needed for the season; or a furnace company its requirements in the way of iron; or a hotel its necessary supply of ice, have been upheld. *Minnesota Lumber Co. v. Whitebreast Coal Co.*, 160 Ill. 85; *National Furnace Co. v. Keystone Co.*, 110 Ill. 427. But in these cases, although the quantity under contract is not measured by any certain standard, yet it is capable of an approximately accurate forecast by the vendor. In the case at bar, if the contract has been upheld the vendor would have been placed in an unfair position, for if prices had risen the vendee could purchase any amount at the contract price, while if prices had fallen the vendor could not compel the vendee to purchase.